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TRE MILANO, LLC

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

TRE MILANO, LLC, a California  
Limited Liability Company,

Plaintiff,

vs.

YALL, INC., a New York Domestic  
Business Corporation, and DOES 1-10,  
Inclusive,

Defendants.

Case No.: CV10-02852 VBF (RCx)

**~~[PROPOSED]~~ ORDER ENTERING  
PERMANENT INJUNCTION  
AGAINST DEFENDANT YALL,  
INC.**

The Court, pursuant to the Stipulation For Entry of A Permanent Injunction,  
and separate Settlement Agreement between Plaintiff TRE MILANO, LLC  
("Plaintiff") on the one hand, and Defendant YALL, INC. ("Defendant"), on the  
other, hereby ORDERS, ADJUDICATES and DECREES that final judgment of a

1 permanent injunction shall be and hereby is entered on the Complaint in the above-  
2 referenced matter as follows:

3       1.     **PERMANENT INJUNCTION.** Defendant and any person or entity  
4 acting in concert with, or at the direction of him, including any and all agents,  
5 servants, employees, partners, assignees, distributors, suppliers, resellers and any  
6 others over which he may exercise control, are hereby restrained and enjoined,  
7 pursuant to 15 U.S.C. § 1116, from engaging in, directly or indirectly, or  
8 authorizing or assisting any third party to engage in, any of the following activities  
9 in the United States and throughout the world:

10           a.     copying, manufacturing, importing, exporting, marketing, sale,  
11 offering for sale, distributing or dealing in any product or service that uses, or  
12 otherwise making any use of, any Plaintiff's Instyler® trademarks and copyrights,  
13 and/or any intellectual property that is confusingly or substantially similar to, or  
14 that constitutes a colorable imitation of, any of Plaintiff's Instyler® trademarks and  
15 copyrights, whether such use is as, on, in or in connection with any trademark,  
16 service mark, trade name, logo, design, Internet use, website, domain name,  
17 metatags, advertising, promotions, solicitations, commercial exploitation,  
18 television, web-based or any other program, or any product or service, or  
19 otherwise;

20           b.     performing or allowing others employed by or representing him,  
21 or under his control, to perform any act or thing which is likely to injure Plaintiff,  
22 any Plaintiff's Instyler® trademarks and copyrights, and/or Plaintiff's business  
23 reputation or goodwill;

24           c.     engaging in any acts of federal and/or state trademark and/or  
25 copyright infringement, false designation of origin, unfair competition, dilution, or  
26 other act which would tend damage or injure Plaintiff; and/or  
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1           d.     using any Internet domain name or website that includes any  
2 Plaintiff's trademarks and copyrights, including the Instyler® trademarks and  
3 [www.getinstyler.com](http://www.getinstyler.com)© copyrights.

4           2.     Defendant is ordered to immediately deliver to Plaintiff's counsel of  
5 record for destruction all unauthorized products, including Instyler® products and  
6 related products, labels, signs, prints, packages, wrappers, receptacles and  
7 advertisements relating thereto in his possession or under his control bearing any  
8 of Plaintiff's intellectual property or any simulation, reproduction, counterfeit,  
9 copy or colorable imitations thereof, and all plates, molds, heat transfers, screens,  
10 matrices and other means of making the same, to the extent that any of these items  
11 are in Defendant's possession.

12           3.     This Final Judgment shall be deemed to have been served upon  
13 Defendant at the time of its execution by the Court.

14           4.     The Court finds there is no just reason for delay in entering this  
15 Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the  
16 Court directs immediate entry of this Injunction against Defendant.

17           5.     The Court retains jurisdiction to enforce the terms and conditions of  
18 the Settlement Agreement entered into by the parties.

19           6.     The parties waive the requirement of the posting of any monetary  
20 bond to the entry of this permanent injunction.

21           7.     **NO APPEALS AND CONTINUING JURISDICTION.** No  
22 appeals shall be taken from this Final Judgment, Including Permanent Injunction,  
23 and the parties waive all rights to appeal. This Court expressly retains jurisdiction  
24 over this matter to enforce any violation of the terms of this Final Judgment and  
25 the Permanent Injunction herein.

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